

## **APPENDIX 1**

### **SERVICE DESCRIPTION SUPPORT SERVICES FOR LOBSTER\_DATA**

#### **A SERVICES**

Lobster shall provide the following Support Services which are dedicated to establish and maintain Lobster\_data's operational readiness.

##### **1 Email- and Hotline-Support**

Lobster's email- and Hotline-Support Services comprises the provision of support to the Customer's contact person via email or telephone. Said support services govern requests relating to the operation and usage of Lobster\_data. Lobster shall designate a contact person for the provision of telephone support. The preferred communication method is via email, however the customer may contact the telephone support if the urgency of a request necessitates it.

In the event the Support Services require remote access to the Customer's infrastructure, such remote access is gained solely with the remote access tool "TeamViewer", provided that the Customer gives their explicit consent for each individual "TeamViewer" session. Lobster does not provide Support Services with permanent remote access. In the event the Customer requests to use a remote access tool other than "TeamViewer" the use of such tool may be agreed against additional charge where applicable.

Telephone support is provided from Monday to Friday between 09:00 am and 04:00 pm.

##### **2 Technical Support**

Technical support shall be provided as Email- and Hotline-Support and shall comprise update- and upgrade-support, system support and defect remedies (bug fixing) services. Additional support services (such as 24/7 support or customer-specific services) may be agreed upon separately against additional charges.

##### **3 User Support**

The user support service comprises the provision of support with the actual usage of Lobster\_data and assistance with the creation of Mappings.

##### **4 Update and Upgrade Support**

The update support comprises the delivery of updates which include remedies for ABC defects (see section 6). The upgrade support comprises the delivery of enhancements of Lobster\_data's functionalities. Upgrades are designated through a modification of the version number in the pre-decimal position and the first post-decimal position (e.g. Version 5.0 instead of 4.0 and version 5.2 instead of 5.1). To the extent updates and upgrades are delivered to the Customer, the Customer shall convert to the new version within six months after the notification of the release of such version. If the conversion does not take place within this deadline, Lobster is released from its duty to provide support services to the customer.

Lobster shall be obligated to test updates to a sufficient extent. Lobster and the Customer shall create an installation procedure to ensure the deployment of an update in the productive environment and to ensure an undisturbed operation of Lobster\_data.

##### **5 Bug Fixing (Defect Remedy)**

Lobster provides a support organisation that is available during the services times as set forth in section 1. The Customer is entitled to report defects to such support organisation, whereas Lobster's support organisation responds to defect notifications – as a general rule – at the latest until the end of the next business day in order to provide support to the customer in regards to defect analysis and guidance. A defect is an error in Lobster\_data, which affects its usage, however this excludes malfunctions due to the data base or the operating system or due to the hardware or due to interfaces to third party systems or due to third party systems. In the event that a defect cannot be remedied via telephone or via remote access, Lobster shall provide support services based on the Customer's request on the Customer's premises. Travel expenses shall be borne by the Customer according to the contractual agreement associated to the individual order.

##### **6 Defect Priority**

Pertinent to the classification of the priority set forth below, Lobster shall endeavour the immediate correction of defects on the current and unmodified version of the Licensed Software that have been reported by the customer, according to the criteria as defined in the respective priority.

Lobster shall categorise each reported defect taking the Customer's interest into consideration. The Customer may object to this categorisation and may request a higher classification in priority, if the Customer provides evidence that its operations are substantially impaired.

#### a) Priority A Defects

Defects shall be categorized as priority A defect in one of the following events: Lobster\_data's normal course of operation is not possible, the Customer's operations are substantially impaired and such impairment leads to material additional effort for the Customer, database inconsistencies occur or data is destroyed or distorted. Lobster shall promptly initiate the following activities, whereby support services are principally provided remotely:

- Designate an experienced system specialist;
- Commence the defect remedy including the required data correction;
- Inform the Customer on regular basis with respect to the status of the remedy;
- Try to establish an interim solution, whereas an interim solution means the repair or the exchange of object code versions or executable code versions to remedy the defect or the change the processes or the data provided by the Customer (workaround); the interim solution shall not substantially impact the performance of Lobster\_data;
- Where possible, provide the customer with a date until when the defect will be remedied
- If technically required such activities shall be executed via remote access.
- In the event Lobster's support performance is insufficient and Lobster fails to remedy such defect within a reasonable grace period, the Customer may remedy the defect through the Customer's own qualified personnel. This measure may only be taken after a written warning to Lobster and does not release the customer from their contractual obligations.

#### b) Priority B Defects

Defects, which substantially impair Lobster\_data's performance or its usage.

- Lobster shall make reasonable efforts to remedy the defect within the next update.
- Lobster shall submit a date for the delivery of such update, if possible.

#### c) Priority C Defects

Defect, which has an immaterial impact on Lobster\_data's usage.

- Lobster shall remedy such defect within its release planning in an update.

## 7 Defect Analysis and Remedies

The Customer shall promptly notify Lobster if a Defect occurs. Lobster shall provide sufficient resources to analyse the defect.

Lobster shall bear the expenses for all defects which can be categorised in the foregoing classification. The customer shall bear the expenses for incidents within their responsibility.

In the event the Customer is not able to analyse or describe a defect due to the complexity or the amount of defects, the Customer shall be entitled to an on-site appointment with qualified personnel, if analysis and remedy is not possible via remote access. Expenses shall be invoiced separately.

The Parties shall discuss the defect status on a regular basis.

## 8 Restrictions

Lobster shall be not obligated to provide support services in one of the following events:

- Lobster\_data was amended, modified or damaged;
- Previous updates or versions are not supported 12 months after a new version is released;
- Defects or problems are caused by gross negligence, user errors, inadequate hardware or other reasons beyond lobster's influence;
- Lobster\_data is installed in an environment which is not supported by Lobster, according to the requirements;
- The Customer did not designate a contact person for the hotline support or such designated contact person or their proxy is not available;

In the event that a software product is connected via Lobster\_data with another program in a different system environment on the same or a different site, Lobster shall be obligated to provide support services only with respect to such parts of the system environment which are directly linked to Lobster\_data. System environment means the hardware set forth in the individual order and the operating system which is used in connection with the software.

## **B CUSTOMER'S COOPERATION OBLIGATIONS**

While the contract relating to an individual order governing Support Services is effective, the Customer shall:

- Designate in writing at least one contact person and a proxy for such contact person to receive email and telephone support;
- Provide free access to Lobster pursuant to the Customer's security guidelines and provide sufficient time for the provision of the Support Services;
- Permit the provision of support services either by Lobster itself or by third parties on behalf of Lobster;
- Inform Lobster promptly in the event that an error occurs within the operational use of Lobster\_data;
- Inform Lobster in time, in the event that the installation site designated in the individual order or the operational environment of Lobster\_data shall be modified.

## **C TERM AND TERMINATION FOR CONVENIENCE**

### **1. Term**

Any individual order or contract governing Support Services shall be effective when the offer is accepted and shall have an initial term of one year. The initial term shall commence with the calendar month following the installation, in case the installation takes place after the 15<sup>th</sup> of a calendar month. In the event the installation takes place before the 15<sup>th</sup> of a calendar month, the initial term commences with the first day of such calendar month.

### **2. Proper Notice of Termination**

In the event that the individual order or contract governing Support Services is not terminated with three months prior to the end of the initial term by written notice, such individual order extends to an unlimited period of time. In case of a prolongation either Party may terminate such individual order or contract with a notice period of three months prior to the end of each calendar year.

## **D ADJUSTMENT OF THE SUPPORT FEES**

Lobster shall be entitled to adjust the support fees set forth in the individual order or contract at the beginning of a calendar year. Lobster may not adjust the support fees prior 12 months after the individual order or contract becomes effective. Lobster shall announce the adjustment with six weeks written notice.

In the event the adjustment leads to an increase of the fee, the Customer shall be entitled to terminate the individual order or contract governing the support services with two weeks written notice, whereby the notice period starts with the date of the announcement.